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UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA, SACRAMENTO DIVISION

JEREMY TOTTEN,

Plaintiff,

v.

UNITED RENTALS (NORTH AMERICA), INC.,
and SKYJACK, INC.,

Defendants.

Case No.: 2:25-cv-00112-TLN-DMC

**STIPULATED PROTECTIVE
ORDER**

STEVEN ZOOK,

Plaintiff,

v.

UNITED RENTALS (NORTH AMERICA), INC.,
and SKYJACK, INC.,

Defendants.

Case No.: 2:25-cv-00800-TLN-DMC

1 The Court has been presented with the Stipulated Protective Order (“this Order”) that will
2 govern the disclosure of certain documents produced or to be produced by Jeremy Totten and
3 Steven Zook (“Plaintiffs”), and United Rentals (North America) Inc. and/or Skyjack Inc.
4 (collectively, the “Parties”) in the course of discovery in this lawsuit.

5 Whereas, the Parties, having agreed to the entry of this Order to expedite the production
6 of discovery materials, facilitate the prompt resolution of disputes over the confidentiality of
7 discovery materials, protect against disclosure of confidential and proprietary information, and

8 Whereas the Court finds that good cause exists for the entry of this Order;

9 IT IS HEREBY ORDERED that the following rules and procedures shall govern the
10 disclosure of Confidential Information contained or referred to in documents produced by the
11 Parties or by non-parties in the course of discovery and trial of this action, as well as transcripts
12 and documents marked as exhibits or otherwise utilized in depositions, hearings, or trial of this
13 action that contain or refer to Confidential Information. This Protective Order shall govern the
14 use of such materials only if they are produced after the entry of this Order, or if previously
15 produced, only where they are specifically identified and designated in writing as confidential by
16 the producing party within fourteen (14) days of the entry of this Order. Absent such written
17 designation, this Order shall not apply to materials previously produced.

18 1. Any party or non-party may designate as “confidential” (by stamping the relevant
19 page or as otherwise set forth herein) any document or response to discovery which that party or
20 non-party considers in good faith to contain information involving trade secrets or confidential
21 business or financial information, subject to protection under the Federal Rules of Civil
22 Procedure or any other applicable law (“Confidential Information”). Where a document or
23 response consists of more than one page, the first page and each page on which confidential
24 information appears shall be designated. By stipulating to this Order and by producing any
25 Confidential Information (as defined in this Order) pursuant to this Order, no party is waiving
26 any objections it may have to the discoverability of information or documents, including, but not
27 limited to, objections based on privilege, the Uniform Trade Secrets Act or other applicable trade
28 secret legislation, the Federal Rules of Civil Procedure, or the Federal Rules of Evidence.

1 Further, nothing in this Order shall affect a Party's right to withhold production of or redact
2 documents or information containing information that it contends is neither relevant nor
3 necessary to the prosecution of any claim or defense.

4 2. A party or non-party may designate information disclosed during a deposition or
5 in response to written discovery as "confidential" by indicating in said response or on the record
6 at the deposition. A designating party may also request the preparation of a separate transcript of
7 such material at the requesting party's expense. Additionally, a party or non-party may designate
8 in writing, within twenty (20) days after receipt of said responses or of the deposition transcript
9 for which the designation is proposed, that specific pages of the transcript and/or specific
10 responses be treated as "confidential" information. Any other party may object to such proposal,
11 in writing or on the record. Upon such objection, the parties shall follow the procedures
12 described in paragraph 8 below. After any designation made according to the procedure set forth
13 in this paragraph, the designated documents or information shall be treated according to the
14 designation until the matter is resolved according to the procedures described in paragraph 8
15 below, and counsel for all parties shall be responsible for making all previously unmarked copies
16 of the designated material in their possession or control with the specified designation.

17 3. All information produced or exchanged in the course of this case, regardless of
18 confidentiality designation (other than information that is publicly available), shall be used by
19 the party or parties to whom the information is produced solely for the purpose of this case and
20 no other action.

21 4. Except with the prior written consent of other parties, or upon prior order of this
22 Court obtained upon notice to opposing counsel, Confidential Information shall not be disclosed
23 to any person other than:

24 (a) counsel for the respective parties to this litigation, including in-house counsel and co-
25 counsel retained for this litigation;

26 (b) employees of such counsel;

27 (c) individual plaintiffs, individual defendants, any officer or employee of a party, to the
28 extent deemed necessary by counsel for the prosecution or defense of this litigation;

(d) consultants or expert witnesses retained for the prosecution or defense of this litigation, provided that each such person shall execute a copy of the Certification annexed to this Order as Exhibit “A” (which shall be retained by counsel to the party so disclosing the Confidential Information and made available for inspection by opposing counsel during the pendency or after the termination of the action only upon good cause shown and upon order of the Court) before being shown or given any Confidential Information. This requirement shall apply only to Confidential Information produced after the entry of this Order, or to materials previously produced that have been specifically designated in writing as confidential within fourteen (14) days of the entry of this Order, consistent with the terms of this Protective Order. If a party intends to disclose Confidential Information to a consultant or expert who is employed by, affiliated with, or regularly retained by a competitor of the disclosing party, the party must first notify the disclosing party in writing before disclosing any Confidential Information to that individual. The disclosing party shall have five (5) court days to move for a protective order preventing or limiting such disclosure. Absent a timely court order to the contrary, disclosure may proceed.;

(e) any authors or recipients of the Confidential Information;

(f) the Court, Court personnel, and court reporters; and

(g) witnesses (other than persons described in paragraph 4(e)).

A witness shall sign the Certification before being shown a confidential document.

Confidential Information may be disclosed to a witness who will not sign the Certification only in a deposition at which the party who designated the Confidential Information is represented or has been given notice that Confidential Information may be used during the deposition and will be designated “Confidential” pursuant to paragraph 2 above. Witnesses shown Confidential Information shall not be allowed to retain copies.

5. Any persons receiving Confidential Information shall not reveal to or discuss such information with any person who is not entitled to receive such information, except as set forth herein.

6. No party or non-party shall file or submit for filing as part of the court record any

1 documents under seal without first obtaining leave of court. Notwithstanding any agreement
2 among the parties, the party seeking to file a paper under seal bears the burden of overcoming the
3 presumption in favor of public access to papers filed in court.

4 7. A party may designate as “Confidential” documents or discovery materials
5 produced by a non-party by providing written notice to all parties of the relevant document
6 numbers or other identification within thirty (30) days after receiving such documents or
7 discovery materials.

8 8. Any party or non-party may voluntarily disclose to others without restriction any
9 information designated by that party or non-party as confidential, although a document may lose
10 its confidential status if it is made public.

11 9. If a party contends that any material is not entitled to confidential treatment, such
12 party may at any time give written notice to the party or non-party who designated the material.
13 The written notice shall identify the information to which the objection is made and the reasons
14 why the party believes the information is not “Confidential.” If the parties are unable to resolve
15 the dispute, within twenty-one (21) days after such written notice, the designating party shall file
16 an appropriate motion requesting that the Court determine whether the disputed information
17 should be subject to the terms of this Protective Order. The designating party or non-party shall
18 bear the burden of establishing that the document is entitled to protection.

19 10. Notwithstanding any challenge to the designation of material as Confidential
20 Information, all documents shall be treated as such and shall be subject to the provisions hereof
21 unless and until one of the following occurs:

22 (a) the party or non-party who claims that the material is Confidential Information
23 withdraws such designation in writing; or

24 (b) the party or non-party who claims that the material is Confidential Information fails
25 to apply to the Court for an order designating the material confidential within the time period
26 specified above after receipt of a written challenge to such designation or

27 (c) the Court rules the material is not confidential.

28 11. Any party in possession of another party’s Confidential Information shall exercise

1 reasonable care with regard to the storage, custody, or use of that Confidential Information.
2 Receiving Parties must take reasonable precautions to protect Confidential Information from
3 loss, misuse, and unauthorized access, disclosure, alteration, or destruction. This includes, at
4 minimum, maintaining received Confidential Information in a secure litigation support site(s)
5 that applies standard industry practices regarding data security, including the application of
6 access control rights to those persons entitled to access Confidential Information under this
7 Order. If the Receiving Party discovers a breach of security relating to the Confidential
8 Information of a Producing Party, the Receiving Party shall provide written notice to the
9 Producing Party within 72 hours of discovery and work with Producing Party to investigate and
10 remediate the effects of the breach.

11 12. All provisions of this Order restricting the communication or use of Confidential
12 Information shall continue to be binding after the conclusion of this action unless otherwise
13 agreed or ordered. Upon conclusion of the litigation, a party in possession of Confidential
14 Information may retain copies of pleadings, court filings, correspondence, transcripts, exhibits,
15 attorney work product, and information necessary for legal compliance. For all other
16 Confidential Information, the party shall either (a) return such documents no later than thirty (30)
17 days after the conclusion of this action to counsel for the party or non-party who provided such
18 information, or (b) destroy such documents within the time period upon the consent of the party
19 who provided the information and certify in writing within thirty (30) days that the documents
20 have been destroyed.

21 13. Nothing herein shall be deemed to waive any applicable privilege or work product
22 protection or to affect the ability of a party to seek relief for an inadvertent disclosure of material
23 protected by privilege or work product protection.

24 14. The production of privileged or work-product-protected documents, electronically
25 stored information ("ESI"), or information, whether inadvertent or otherwise, is not a waiver of
26 the privilege or protection from discovery in this case or in any other federal or state proceeding.
27 This Order shall be interpreted to provide the maximum protection allowed by Federal Rules of
28 Civil Procedure 34 and 37(e). If a producing party discovers that it has inadvertently produced

1 privileged or protected material, it shall notify the receiving party in writing within five (5) court
2 days of discovery. Upon receiving such notice, the receiving party shall promptly return,
3 sequester, or destroy the specified material and any copies, and confirm in writing that it has
4 done so. The receiving party may then challenge the claim of privilege or protection, but shall
5 not use or disclose the material until the challenge is resolved by agreement or court order

6 15. Nothing contained herein is intended to or shall serve to limit a party's right to
7 conduct a review of documents, ESI, or information (including metadata) for relevance,
8 responsiveness, and/or segregation of privileged and/or protected information before production.

9 16. The terms of this Order do not preclude, limit, restrict, or otherwise apply to the
10 use of documents at trial.

11 17. Any witness or other person, firm, or entity from which discovery is sought may
12 be informed of and may obtain the protection of this Order by written advice to the parties'
13 respective counsel or by oral advice at the time of any deposition or similar proceeding.

14
15 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD**

16 Dated: September 25, 2025

ANDERLINI & McSWEENEY LLP
P. Terry Anderlini (SBN 44783)
Sean M. Jacobson (SBN 227241)

17
18 By: /s/ P. Terry Anderlini (with permission)
Counsel for Plaintiffs Jeremy Totten and
19 Steven Zook

20 Dated: September 25, 2025

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Nathan J. Kabanuck

21
22 By: /s/ Nathan J. Kabanuck (with permission)
Additional counsel for Plaintiff Steven Zook
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24 Dated: September 25, 2025

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26 By: /s/ David A. Serrano (with permission)
Counsel for Defendant United Rentals (North
27 America), Inc.
28

1 Dated: September 25, 2025

2 GLYNN, FINLEY, MORTL,
3 HANLON & FRIEDENBERG, LLP
4 James M. Hanlon, Jr. (SBN 214096)
5 Jonathan A. Eldredge (SBN 238559)

6 By: /s/ Jonathan A. Eldredge

7 and

8 WHEELER TRIGG O'DONNELL LLP
9 Michael L. O'Donnell
10 Jacob D. Taylor
11 Alena C. Weicher

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13 **SIGNATURE ATTESTATION**

14 I hereby attest that concurrence has been obtained from counsel for Plaintiffs Jeremy
15 Totten, Steven Zook, and Counsel for Defendant United Rentals (North America), Inc., as
16 indicated by a "conformed" signature (/s/) within this e-filed document.

17 By /s/ Jonathan A. Eldredge
18 Attorneys for Plaintiff/Counterdefendant
19 CALAMCO

20 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

21 Dated: October 1, 2025

22 

23 DENNIS M. COTA
24 UNITED STATES MAGISTRATE JUDGE
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